

MEMORANDUM OF AGREEMENT
BETWEEN THE
IOWA DEPARTMENT OF HUMAN SERVICES
AND
IOWA DEPARTMENT OF PUBLIC HEALTH

July 1, 1999

through

June 30, 2000

TN No. MS- 99-25
Supersedes TN No. MS-98-35

Approved NOV 18 1999
Effective JUL 01 1999

AGREEMENT FOR OUTREACH ACTIVITIES

I. Participating Parties

This agreement is made and entered into the first day of July, 1999, by and between the Iowa Department of Human Services, hereafter referred to as DHS, and the Iowa Department of Public Health, hereafter referred to as IDPH.

The period of the contract shall be from July 1, 1999 to June 30, 2000.

II. Purpose of the Agreement.

The purpose of this agreement is to provide outreach services to women and children who are or may be Medicaid eligible. These outreach services will consist of a marketing program including a toll-free number that women and families can call and receive information from appropriately trained personnel who provide information and referrals for prenatal care, family planning and well child services, assess the adequacy of the medical care and other services the woman or child is receiving, and health information concerning medical services that would meet the woman's or child's individualized needs.

III. Cost Eligible For A Medicaid Match

IDPH's expenditures between July 1, 1999 and June 30, 2000 for outreach activities will be eligible for a 50% federal match through the Medicaid program if approved by the Health Care Financing Administration, hereafter referred to as HCFA.

IDPH shall submit to DHS, on a quarterly basis, starting July 1, 1999, the expenditures for the previous quarter and a progress report. DHS will claim a federal match for the funds expended and remit this match to IDPH if this agreement is approved by HCFA.

Administrative Cost 50% Match

	Total	State Match DPH	Federal
Healthy Families Line (Toll-free, 1 FTE Info. Specialist, & Web Resources)	\$ 91,800	45,940	45,940
Outreach Activities (newsletters brochures, posters, outstation)	\$108,226	54,113	54,113
Publications, displays, forms, mailings	\$ 17,000	8,500	8,500
Total	\$ 217,106	108,553	108,553

Substitute per letter dated 11/10/99

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IV. General Provisions

- I - This agreement may be amended or modified at any time by mutual agreement between DHS and IDPH.
2. An annual report shall be submitted by IDPH to DHS which identifies the activities provided in the previous year. This report will contain information on the marketing activities that occurred, the number of toll-free calls received, and other activities provided.
3. In the event of a Federal audit, IDPH will, upon request, assist DHS in responding to any audit exception from the HCFA. If any amount is disallowed by the HCFA due to the fault of IDPH, the amount disallowed will be refunded to DHS by IDPH promptly upon due notification.
4. In the event of a reduction in the appropriation from state budget for the Division of Medical Services of DHS or an across the board budget reduction affecting the Division of Medical Services, DHS may either renegotiate this agreement or terminate with 30 days written notice.
5. This agreement may be terminated by either party by written notice of intent to terminate sixty (60) days in advance of desired termination date. In the event of such termination, IDPH shall be reimbursed by DHS only for these allowable costs incurred or encumbered prior to the termination date.
6. In the event of unlawful, unauthorized or excess expenditures incurred by IDPH in the performance of this agreement, DHS will terminate the agreement if necessary and IDPH will be liable for these expenditures.
7. The performance by DHS of any of its obligations under the contract shall be subject to and contingent upon the availability of federal and state funds lawfully applicable of such purposed. If DHS deems that funds lawfully applicable to this agreement shall not be available at any time during the agreement term, DHS may issue a termination notice to IDPH at least 90 days prior to the effective date that funds to continue this agreement will not longer be available. The obligations of the parties thereto shall end as of the date specified in the termination notice, and the agreement will be considered canceled.

V. Restrictions on Use of Funds

No Federal appropriated funds have been paid or will be paid on behalf of the Department or the Contractor to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form Report Lobbying," in accordance with its instructions.

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Note: If Disclosure Forms are required, please contact:

Mr. William Sexton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH
Building, 200 Independence Avenue, SW, Washington, D.C. 20201-001.

VI. Contact Person

The contact person for this agreement will be Sally Nadolsky of the Bureau of Health Care Purchasing and Quality Management, and M. Jane Borst, Family Services Bureau/MCH.

VII. Employment Practices

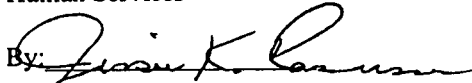
The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The contractor must take affirmative action to ensure that employees, as well as applicants for employment are treated without discrimination because of their race, color, religion, sex, national origin, or disability. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting for the provision of this Equal Employment Opportunity (EEO) clause.

The contractor shall, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability except where it relates to a bona fide occupational qualification.

The contractor must comply with all provisions of Executive Order # 1 1246, dated September 24, 1965, including amendments as well as the rules, regulations and relevant orders of the Secretary of Labor.

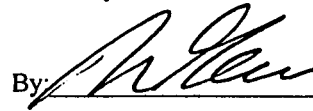
In the event of the contractor's non-compliance with the EEO clause of the agreement or with any such rules, regulations or orders, the agreement may be terminated or suspended, the contractor may be declared ineligible for further government contracts. Other sanctions may also be imposed as provided in Executive Order # 1 1246 or by rules, regulations or other order of the Secretary of Labor. The contractor must comply with all applicable conditions of Title 29 U.S. Code, Section 794 (Rehabilitation Act of 1973).

Jessie K. Rasmussen
Director
For and on Behalf of the
Iowa Department of
Human Services

By: 

Date: 6-7-99

Stephen C. Gleason, D. O.
Director
For and on Behalf of the
Iowa Department of Public Health

By: 

Date: 6-17

EC:ec

Contract File